

# **EXHIBIT B**

**Case No. 21-CV-0817-TSZ**

**(Exhibit B to Mann Declaration)**



## COMMENCEMENT OF ARBITRATION

March 4, 2022

William C. Rava Esq.  
Christian W. Marcelo Esq.  
Jacob P. Dini Esq.  
Perkins Coie, LLP  
1201 Third Ave.  
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Seattle, WA 98101-3099

Philip P. Mann Esq.  
Mann Law Group  
403 Madison Ave N  
Suite 240  
Bainbridge Island, WA 98110

RE: **Bungie, Inc vs. Aimjunkies.com, et al.**  
JAMS Ref. No. : 5160000075

Dear Parties:

This confirms the commencement of this arbitration as of the date of this letter. This arbitration shall be conducted in accordance with JAMS Comprehensive Rules. Pursuant to the rules, no party may have *ex parte* communication with the Arbitrator. Any necessary communication with the Arbitrator must be initiated through the case manager.

All arbitrations at JAMS are conducted in accordance with the attached Arbitration Administrative Policies regarding payment of fees, document retention, and limitations of liability. Due to the nature of its business and size, JAMS may have administered other matters involving the parties, lawyers, or law firms in this case. Enclosed is a summary of such cases administered within the last 5 years.

The parties are encouraged to mutually agree to an Arbitrator. If the parties are unable to mutually agree to an Arbitrator, then using the following list of Arbitrator candidates, each party may strike 2 name(s) and rank the remaining candidates in order of preference. The deadline for return of your strike list is close of business on **March 16, 2022** [Note: Strike lists should not be exchanged amongst the parties.]:

Hon. Read Ambler (Ret.)  
Hon. Ronald E. Cox (Ret.)  
Hon. William L. Downing (Ret.)  
Hon. William J. Elfving (Ret.)  
Lizbeth Hasse, Esq.  
Hon. J. Kathleen Learned (Ret.)  
Hon. Dean Lum (Ret.)  
Lawrence R. Mills, Esq.  
Hon. Fred K. Morrison (Ret.)

Résumés and rules are available on our website, [www.jamsadr.com](http://www.jamsadr.com).

If a party fails to respond to the list of Arbitrator candidates by the deadline, that party shall be deemed agreeable to all the proposed candidates. JAMS will then confirm the appointment of the Arbitrator and begin scheduling. If the parties are unable to agree on a date and time, the Arbitrator shall determine those issues.

The Arbitrator shall bill in accordance with the attached Fee Schedule. Each party will be assessed a pro-rata share of JAMS fees and expenses, unless JAMS is notified otherwise by the Arbitrator or parties. JAMS will also administer the case consistent with JAMS Cancellation/Continuance policy. Pursuant to this policy, any party who cancels or continues a hearing after the deadline to do so will be responsible for 100% of the professional fees for the reserved and unused time unless we can fill the time with another matter.

JAMS agreement to render services is not only with the parties, but extends to the attorney or other representative of the parties in arbitration.

Contact me at 206-292-0457 or [mwilson@jamsadr.com](mailto:mwilson@jamsadr.com) if you have questions. We look forward to working with you.

Sincerely,

A handwritten signature in cursive script that reads "M Wilson".

Michele Wilson  
Senior Case Manager  
[mwilson@jamsadr.com](mailto:mwilson@jamsadr.com)

Enclosures

## **JAMS ARBITRATION ADMINISTRATIVE POLICIES**

### **I. Fees for the Arbitration**

The Parties and their attorneys agree to pay JAMS for the arbitration as set forth in the Fee and Cancellation Policy attached to and incorporated in this Agreement. JAMS' agreement to render services is jointly with the Party and attorney or other representative of the Party in Arbitration.

Unless otherwise agreed by JAMS, the Parties agree that they are liable for and agree to pay their portion of JAMS' fees and expenses and for all time spent by the arbitrator, including any time spent in rendering services before or after the arbitration hearing. Parties are billed a preliminary retainer to cover the expense of all pre-hearing work, including conference calls. Payment of the preliminary retainer is required prior to scheduling a Preliminary Arbitration Management Conference with the Arbitrator. The Parties agree to pay all invoices received prior to the hearing in advance of the arbitration hearing. If such fees have not been paid prior to the arbitration hearing, the Party or Parties that have not paid remain liable for such fees. The Parties agree that JAMS may cancel an arbitration hearing and will not deliver the arbitrator's decision to any Party without full payment of all invoices.

### **II. Records**

JAMS does not maintain a duplicate file of documents filed in the Arbitration. If the parties wish to have any documents returned to them, they must advise JAMS in writing within 30 days of the conclusion of the Arbitration. If special arrangements are required regarding file maintenance or document retention, they must be agreed to in writing and JAMS reserves the right to impose an additional fee for such special arrangements.

### **III. Disqualification of the Arbitrator and JAMS as Witness/Limitation of Liability**

The Parties have agreed or hereby agree that they will not call the arbitrator or any employee or agent of JAMS as a witness or as an expert in any proceeding involving the Parties and relating to the dispute which is the subject of the arbitration, nor shall they subpoena any notes or other materials generated by the arbitrator during the arbitration. The Parties further agree to defend the arbitrator and JAMS and its employees and agents from any subpoenas from outside Parties arising out of this Agreement or arbitration.

The Parties agree that neither the arbitrator nor JAMS, including its employees or agents, is a necessary Party in any proceeding involving the participants and relating to the dispute which is the subject of the arbitration. The Parties further agree that the arbitrator and JAMS, including its employees or agents, shall have the same immunity from liability for any act or omission in connection with the arbitration as judges and court employees would have under federal law.

### **IV. Party**

The term "Party" as used in these Policies includes Parties to the Arbitration and their counsel or representative.



# General Fee Schedule

*Hon. Read Ambler (Ret.)***PROFESSIONAL FEES****Daily Rate** .....\$8,000

Includes up to 8 hours of session time on the scheduled day

**Half Day Rate**.....\$4,500

Includes up to 4 hours of session time on the scheduled day

- All travel expenses are billed at actual cost.
- Other professional time (including additional hearing time, pre- and post-hearing reading and research, conference calls, and drafting orders and awards) will be billed at \$850 per hour. This may include travel time.

**ARBITRATION FEES****Filing Fee**

\$1,750 – Two Party Matter

\$3,000 – Matters involving three or more parties

\$1,750 – Counterclaims

- Entire Filing Fee must be paid in full to expedite the commencement of the proceedings
- A refund of \$875 will be issued if the matter is withdrawn within five days of filing. After five days, the Filing Fee is non-refundable.

**Case Management Fee**

- 13% of Professional Fees
- The Case Management Fee includes access to an exclusive nationwide panel of judges, attorneys, and other ADR experts, dedicated services including all administration through the duration of the case, document handling, and use of JAMS conference facilities including after hours and on-site business support. Weekends and holidays are subject to additional charges.

**CASE MANAGEMENT FEES FOR OTHER MATTERS****(Discovery, Special Master, Reference, and Appraisal)**

Initial non-refundable Case Management Fee of \$875 per party

Plus 13% of Professional Fees

**Neutral Analysis Matters**

Contact JAMS for administrative and pricing details.

**CANCELLATION/CONTINUANCE POLICY**

Number of Days	Cancellation/Continuance Period	Fee
1 day or less	14 days or more prior to hearing	100% REFUNDABLE, except for time incurred
2 to 4 days	30 days or more prior to hearing	100% REFUNDABLE, except for time incurred
5 days or more	60 days or more prior to hearing	100% REFUNDABLE, except for time incurred
Sessions of any length	Inside the cancellation/continuance period	NON-REFUNDABLE

- Unused hearing time is non-refundable.
- Hearing fees, including all applicable CMF, are non-refundable if time scheduled (or a portion thereof) is cancelled or continued after the cancellation date unless the Arbitrator's time can be rescheduled with another matter. The cancellation policy exists because time reserved and later cancelled generally cannot be replaced. In all cases involving non-refundable time, the cancelling or continuing party is responsible for the fees of all parties.
- A deposit request for anticipated preparation and follow-up time will be billed to the parties. Any unused portion will be refunded.
- Refund Policy: Overpayments are issued to the billing contact on the matter regardless of the paying party.
- All fees are due and payable in advance of services rendered and by any applicable due date as stated in a hearing confirmation letter. JAMS reserves the right to cancel your hearing if fees are not paid by all parties by the applicable cancellation date and JAMS confirms the cancellation in writing.
- Receipt of payment for all fees is required prior to service of an arbitration order or award.
- For arbitrations arising out of employer-promulgated plans, the only fee that an employee may be required to pay is \$400. The employer must bear the remainder of the employee's share of the Filing Fee and all Case Management Fees. Any questions or disagreements about whether a matter arises out of an employer-promulgated plan or an individually negotiated agreement or contract will be determined by JAMS, whose determination shall be final.
- For arbitrations arising out of pre-dispute arbitration clauses between companies and individual consumers, JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses, Minimum Standards of Procedural Fairness applies. In those cases, when a consumer (as defined by those Minimum Standards) initiates arbitration against the company, the only fee required to be paid by the consumer is \$250. The company must bear the remainder of the consumer's share of the Filing Fee and all Case Management Fees.
- Parties that, through mutual agreement, have held their case in abeyance for one year will be assessed an initial abeyance fee of \$500, and \$500 every six months thereafter. If a party refuses to pay the assessed fee, the other party or parties may opt to pay the entire fee on behalf of all parties, otherwise the matter will be closed.
- JAMS panelists may use a law clerk depending on the complexity of the case. The parties will be informed of the engagement if the neutral plans to employ a clerk. The clerk's hourly rate will be billed to the parties subject to the agreed fee split and in accordance with JAMS' policies.

JAMS agreement to render services is with the attorney, the party, and/or other representatives of the party.

**Silicon Valley**

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# General Fee Schedule

Hon. Ronald E. Cox (Ret.)

## PROFESSIONAL FEES

### \$500 per hour

- All travel expenses are billed at actual cost.
- Other professional time (including additional hearing time, pre- and post-hearing reading and research, conference calls, and drafting orders and awards) will be billed at \$500 per hour. This may include travel time.

## ARBITRATION FEES

### Filing Fee

\$1,750 – Two Party Matter

\$3,000 – Matters involving three or more parties

\$1,750 – Counterclaims

- Entire Filing Fee must be paid in full to expedite the commencement of the proceedings
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## CASE MANAGEMENT FEES FOR OTHER MATTERS

### (Discovery, Special Master, Reference, and Appraisal)

Initial non-refundable Case Management Fee of \$600 per party

Plus 13% of Professional Fees

### Neutral Analysis Matters

Contact JAMS for administrative and pricing details.

## CANCELLATION/CONTINUANCE POLICY

Number of Days	Cancellation/Continuance Period	Fee
1 day or less	14 days or more prior to hearing	100% REFUNDABLE, except for time incurred
2 days or more	30 days or more prior to hearing	100% REFUNDABLE, except for time incurred
Sessions of any length	Inside the cancellation/continuance period	NON-REFUNDABLE

- Unused hearing time is non-refundable.
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JAMS agreement to render services is with the attorney, the party, and/or other representatives of the party.

Seattle

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# General Fee Schedule

*Hon. William L. Downing (Ret.)*

## PROFESSIONAL FEES

### \$600 per hour

- All travel expenses are billed at actual cost.
- Other professional time (including additional hearing time, pre- and post-hearing reading and research, conference calls, and drafting orders and awards) will be billed at \$600 per hour. This may include travel time.

## ARBITRATION FEES

### Filing Fee

\$1,750 – Two Party Matter

\$3,000 – Matters involving three or more parties

\$1,750 – Counterclaims

- Entire Filing Fee must be paid in full to expedite the commencement of the proceedings
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## CASE MANAGEMENT FEES FOR OTHER MATTERS

### (Discovery, Special Master, Reference, and Appraisal)

Initial non-refundable Case Management Fee of \$600 per party

Plus 13% of Professional Fees

### Neutral Analysis Matters

Contact JAMS for administrative and pricing details.

## CANCELLATION/CONTINUANCE POLICY

Number of Days	Cancellation/Continuance Period	Fee
1 day or less	14 days or more prior to session	100% REFUNDABLE, except for time incurred
2 days or more	30 days or more prior to session	100% REFUNDABLE, except for time incurred
Sessions of any length	Inside the cancellation/continuance period	NON-REFUNDABLE

- Unused hearing time is non-refundable.
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**Seattle**

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# General Fee Schedule

*Hon. William J. Elfving (Ret.)*

## PROFESSIONAL FEES

### \$650 per hour

- Other professional time (including additional hearing time, pre- and post-hearing reading and research, conference calls, and drafting orders and awards) will be billed at \$650 per hour. This may include travel time.

## ARBITRATION FEES

### Filing Fee

\$1,750 – Two Party Matter

\$3,000 – Matters involving three or more parties

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## CASE MANAGEMENT FEES FOR OTHER MATTERS

### (Discovery, Special Master, Reference, and Appraisal)

Initial non-refundable Case Management Fee of \$875 per party

Plus 13% of Professional Fees

### Neutral Analysis Matters

Contact JAMS for administrative and pricing details.

## CANCELLATION/CONTINUANCE POLICY

Number of Days	Cancellation/Continuance Period	Fee
1 day or less	14 days or more prior to hearing	100% REFUNDABLE, except for time incurred
2 days or more	30 days or more prior to hearing	100% REFUNDABLE, except for time incurred
3 days or more	45 days or more prior to hearing	100% REFUNDABLE, except for time incurred
Sessions of any length	Inside the cancellation/continuance period	NON-REFUNDABLE

- Unused hearing time is non-refundable.
- Hearing fees, including all applicable CMF, are non-refundable if time scheduled (or a portion thereof) is cancelled or continued after the cancellation date unless the Arbitrator's time can be rescheduled with another matter. The cancellation policy exists because time reserved and later cancelled generally cannot be replaced. In all cases involving non-refundable time, the cancelling or continuing party is responsible for the fees of all parties.
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# General Fee Schedule

*Lizbeth Hasse, Esq.*

## PROFESSIONAL FEES

**Daily Rate .....\$8,000**

Includes up to 8 hours of session time on the scheduled day

**Half Day Rate.....\$4,500**

Includes up to 4 hours of session time on the scheduled day

- All travel expenses will be billed at actual cost.
- Other professional time (including additional hearing time, pre- and post-hearing reading and research, conference calls, and drafting orders and awards) will be billed at \$800 per hour. This may include travel time.

## ARBITRATION FEES

### Filing Fee

\$1,750 – Two Party Matter

\$3,000 – Matters involving three or more parties

\$1,750 – Counterclaims

- Entire Filing Fee must be paid in full to expedite the commencement of the proceedings
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## CANCELLATION/CONTINUANCE POLICY

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# General Fee Schedule

Hon. J. Kathleen Learned (Ret.)

## PROFESSIONAL FEES

### \$450 per hour

- All travel expenses are billed at actual cost.
- Other professional time (including additional hearing time, pre- and post-hearing reading and research, conference calls, and drafting orders and awards) will be billed at \$450 per hour. This may include travel time.

## ARBITRATION FEES

### Filing Fee

\$1,750 – Two Party Matter

\$3,000 – Matters involving three or more parties

\$1,750 – Counterclaims

- Entire Filing Fee must be paid in full to expedite the commencement of the proceedings
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## CASE MANAGEMENT FEES FOR OTHER MATTERS

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Initial non-refundable Case Management Fee of \$600 per party

Plus 13% of Professional Fees

### Neutral Analysis Matters

Contact JAMS for administrative and pricing details.

## CANCELLATION/CONTINUANCE POLICY

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- For arbitrations arising out of pre-dispute arbitration clauses between companies and individual consumers, JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses, Minimum Standards of Procedural Fairness applies. In those cases, when a consumer (as defined by those Minimum Standards) initiates arbitration against the company, the only fee required to be paid by the consumer is \$250. The company must bear the remainder of the consumer's share of the Filing Fee and all Case Management Fees.
- Parties that, through mutual agreement, have held their case in abeyance for one year will be assessed an initial abeyance fee of \$500, and \$500 every six months thereafter. If a party refuses to pay the assessed fee, the other party or parties may opt to pay the entire fee on behalf of all parties, otherwise the matter will be closed.
- JAMS panelists may use a law clerk depending on the complexity of the case. The parties will be informed of the engagement if the neutral plans to employ a clerk. The clerk's hourly rate will be billed to the parties subject to the agreed fee split and in accordance with JAMS' policies.

JAMS agreement to render services is with the attorney, the party, and/or other representatives of the party.

Seattle

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# General Fee Schedule

*Hon. Dean Lum (Ret.)*

## PROFESSIONAL FEES

### \$500 per hour

- All travel expenses are billed at actual cost.
- Other professional time (including additional hearing time, pre- and post-hearing reading and research, conference calls, and drafting orders and awards) will be billed at \$500 per hour. This may include travel time.

## ARBITRATION FEES

### Filing Fee

\$1,750 – Two Party Matter

\$3,000 – Matters involving three or more parties

\$1,750 – Counterclaims

- Entire Filing Fee must be paid in full to expedite the commencement of the proceedings
- A refund of \$875 will be issued if the matter is withdrawn within five days of filing. After five days, the Filing Fee is non-refundable.

### Case Management Fee

- 13% of Professional Fees
- The Case Management Fee includes access to an exclusive nationwide panel of judges, attorneys, and other ADR experts, dedicated services including all administration through the duration of the case, document handling, and use of JAMS conference facilities including after hours and on-site business support. Weekends and holidays are subject to additional charges.

## CASE MANAGEMENT FEES FOR OTHER MATTERS

### (Discovery, Special Master, Reference, and Appraisal)

Initial non-refundable Case Management Fee of \$600 per party

Plus 13% of Professional Fees

### Neutral Analysis Matters

Contact JAMS for administrative and pricing details.

## CANCELLATION/CONTINUANCE POLICY

Number of Days	Cancellation/Continuance Period	Fee
1 day or less	14 days or more prior to hearing	100% REFUNDABLE, except for time incurred
2 days or more	30 days or more prior to hearing	100% REFUNDABLE, except for time incurred
Sessions of any length	Inside the cancellation/continuance period	NON-REFUNDABLE

- Unused hearing time is non-refundable.
- Hearing fees, including all applicable CMF, are non-refundable if time scheduled (or a portion thereof) is cancelled or continued after the cancellation date unless the Arbitrator's time can be rescheduled with another matter. The cancellation policy exists because time reserved and later cancelled generally cannot be replaced. In all cases involving non-refundable time, the cancelling or continuing party is responsible for the fees of all parties.
- A deposit request for anticipated preparation and follow-up time will be billed to the parties. Any unused portion will be refunded.
- Refund Policy: Overpayments are issued to the billing contact on the matter regardless of the paying party.
- All fees are due and payable in advance of services rendered and by any applicable due date as stated in a hearing confirmation letter. JAMS reserves the right to cancel your hearing if fees are not paid by all parties by the applicable cancellation date and JAMS confirms the cancellation in writing.
- Receipt of payment for all fees is required prior to service of an arbitration order or award.
- For arbitrations arising out of employer-promulgated plans, the only fee that an employee may be required to pay is \$400. The employer must bear the remainder of the employee's share of the Filing Fee and all Case Management Fees. Any questions or disagreements about whether a matter arises out of an employer-promulgated plan or an individually negotiated agreement or contract will be determined by JAMS, whose determination shall be final.
- For arbitrations arising out of pre-dispute arbitration clauses between companies and individual consumers, JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses, Minimum Standards of Procedural Fairness applies. In those cases, when a consumer (as defined by those Minimum Standards) initiates arbitration against the company, the only fee required to be paid by the consumer is \$250. The company must bear the remainder of the consumer's share of the Filing Fee and all Case Management Fees.
- Parties that, through mutual agreement, have held their case in abeyance for one year will be assessed an initial abeyance fee of \$500, and \$500 every six months thereafter. If a party refuses to pay the assessed fee, the other party or parties may opt to pay the entire fee on behalf of all parties, otherwise the matter will be closed.
- JAMS panelists may use a law clerk depending on the complexity of the case. The parties will be informed of the engagement if the neutral plans to employ a clerk. The clerk's hourly rate will be billed to the parties subject to the agreed fee split and in accordance with JAMS' policies.

JAMS agreement to render services is with the attorney, the party, and/or other representatives of the party.

**Seattle**

www.jamsadr.com • Updated 1/24/2022



# General Fee Schedule

Lawrence R. Mills, Esq.  
Seattle

## PROFESSIONAL FEES

### \$500 per hour

- Other professional time (including additional hearing time, pre- and post-hearing reading and research, conference calls, and drafting orders and awards) will be billed at \$500 per hour. This may include travel time.

## ARBITRATION FEES

### Filing Fee

\$1,750 – Two Party Matter

\$3,000 – Matters involving three or more parties

\$1,750 – Counterclaims

- Entire Filing Fee must be paid in full to expedite the commencement of the proceedings
- A refund of \$875 will be issued if the matter is withdrawn within five days of filing. After five days, the Filing Fee is non-refundable.

### Case Management Fee

- 13% of Professional Fees
- The Case Management Fee includes access to an exclusive nationwide panel of judges, attorneys, and other ADR experts, dedicated services including all administration through the duration of the case, document handling, and use of JAMS conference facilities including after hours and on-site business support. Weekends and holidays are subject to additional charges.

## CASE MANAGEMENT FEES FOR OTHER MATTERS

### (Discovery, Special Master, Reference, and Appraisal)

Initial non-refundable Case Management Fee of \$875 per party

Plus 13% of Professional Fees

### Neutral Analysis Matters

Contact JAMS for administrative and pricing details.

## CANCELLATION/CONTINUANCE POLICY

Number of Days	Cancellation/Continuance Period	Fee
1 day or less	14 days or more prior to the hearing	100% REFUNDABLE, except for time incurred
2 days or more	30 days or more prior to the hearing	100% REFUNDABLE, except for time incurred
Sessions of any length	Inside the cancellation/continuance period	NON-REFUNDABLE

- Unused hearing time is non-refundable.
- Hearing fees, including all applicable CMF, are non-refundable if time scheduled (or a portion thereof) is cancelled or continued after the cancellation date unless the Arbitrator's time can be rescheduled with another matter. The cancellation policy exists because time reserved and later cancelled generally cannot be replaced. In all cases involving non-refundable time, the cancelling or continuing party is responsible for the fees of all parties.
- A deposit request for anticipated preparation and follow-up time will be billed to the parties. Any unused portion will be refunded.
- Refund Policy: Overpayments are issued to the billing contact on the matter regardless of the paying party.
- All fees are due and payable in advance of services rendered and by any applicable due date as stated in a hearing confirmation letter. JAMS reserves the right to cancel your hearing if fees are not paid by all parties by the applicable cancellation date and JAMS confirms the cancellation in writing.
- Receipt of payment for all fees is required prior to service of an arbitration order or award.
- For arbitrations arising out of employer-promulgated plans, the only fee that an employee may be required to pay is \$400. The employer must bear the remainder of the employee's share of the Filing Fee and all Case Management Fees. Any questions or disagreements about whether a matter arises out of an employer-promulgated plan or an individually negotiated agreement or contract will be determined by JAMS, whose determination shall be final.
- For arbitrations arising out of pre-dispute arbitration clauses between companies and individual consumers, JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses, Minimum Standards of Procedural Fairness applies. In those cases, when a consumer (as defined by those Minimum Standards) initiates arbitration against the company, the only fee required to be paid by the consumer is \$250. The company must bear the remainder of the consumer's share of the Filing Fee and all Case Management Fees.
- Parties that, through mutual agreement, have held their case in abeyance for one year will be assessed an initial abeyance fee of \$500, and \$500 every six months thereafter. If a party refuses to pay the assessed fee, the other party or parties may opt to pay the entire fee on behalf of all parties, otherwise the matter will be closed.
- JAMS panelists may use a law clerk depending on the complexity of the case. The parties will be informed of the engagement if the neutral plans to employ a clerk. The clerk's hourly rate will be billed to the parties subject to the agreed fee split and in accordance with JAMS' policies.

JAMS agreement to render services is with the attorney, the party, and/or other representatives of the party.

Seattle

www.jamsadr.com • Updated 1/2/2022



# General Fee Schedule

*Hon. Fred K. Morrison (Ret.)*

## PROFESSIONAL FEES

**Daily Rate** .....\$8,000

Includes up to 8 hours of session time on the scheduled day

**Half Day Rate**.....\$5,000

Includes up to 4 hours of session time on the scheduled day

- All travel expenses are billed at actual cost.
- Other professional time (including additional hearing time, pre- and post-hearing reading and research, conference calls, and drafting orders and awards) will be billed at \$800 per hour. This may include travel time.

## ARBITRATION FEES

### Filing Fee

\$1,750 – Two Party Matter

\$3,000 – Matters involving three or more parties

\$1,750 – Counterclaims

- Entire Filing Fee must be paid in full to expedite the commencement of the proceedings
- A refund of \$875 will be issued if the matter is withdrawn within five days of filing. After five days, the Filing Fee is non-refundable.

### Case Management Fee

- 13% of Professional Fees
- The Case Management Fee includes access to an exclusive nationwide panel of judges, attorneys, and other ADR experts, dedicated services including all administration through the duration of the case, document handling, and use of JAMS conference facilities including after hours and on-site business support. Weekends and holidays are subject to additional charges.

## CASE MANAGEMENT FEES FOR OTHER MATTERS

### (Discovery, Special Master, Reference, and Appraisal)

Initial non-refundable Case Management Fee of \$875 per party

Plus 13% of Professional Fees

### Neutral Analysis Matters

Contact JAMS for administrative and pricing details.

## CANCELLATION/CONTINUANCE POLICY

Number of Days	Cancellation/Continuance Period	Fee
1 day or less	14 days or more prior to hearing	100% REFUNDABLE, except for time incurred
2 days or more	21 days or more prior to hearing	100% REFUNDABLE, except for time incurred
3 days or more	45 days or more prior to hearing	100% REFUNDABLE, except for time incurred
4 days or more	60 days or more prior to hearing	100% REFUNDABLE, except for time incurred
Sessions of any length	Inside the cancellation/continuance period	NON-REFUNDABLE

- Unused hearing time is non-refundable.
- Hearing fees, including all applicable CMF, are non-refundable if time scheduled (or a portion thereof) is cancelled or continued after the cancellation date unless the Arbitrator's time can be rescheduled with another matter. The cancellation policy exists because time reserved and later cancelled generally cannot be replaced. In all cases involving non-refundable time, the cancelling or continuing party is responsible for the fees of all parties.
- A deposit request for anticipated preparation and follow-up time will be billed to the parties. Any unused portion will be refunded.
- Refund Policy: Overpayments are issued to the billing contact on the matter regardless of the paying party.
- All fees are due and payable in advance of services rendered and by any applicable due date as stated in a hearing confirmation letter. JAMS reserves the right to cancel your hearing if fees are not paid by all parties by the applicable cancellation date and JAMS confirms the cancellation in writing.
- Receipt of payment for all fees is required prior to service of an arbitration order or award.
- For arbitrations arising out of employer-promulgated plans, the only fee that an employee may be required to pay is \$400. The employer must bear the remainder of the employee's share of the Filing Fee and all Case Management Fees. Any questions or disagreements about whether a matter arises out of an employer-promulgated plan or an individually negotiated agreement or contract will be determined by JAMS, whose determination shall be final.
- For arbitrations arising out of pre-dispute arbitration clauses between companies and individual consumers, JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses, Minimum Standards of Procedural Fairness applies. In those cases, when a consumer (as defined by those Minimum Standards) initiates arbitration against the company, the only fee required to be paid by the consumer is \$250. The company must bear the remainder of the consumer's share of the Filing Fee and all Case Management Fees.
- Parties that, through mutual agreement, have held their case in abeyance for one year will be assessed an initial abeyance fee of \$500, and \$500 every six months thereafter. If a party refuses to pay the assessed fee, the other party or parties may opt to pay the entire fee on behalf of all parties, otherwise the matter will be closed.
- JAMS panelists may use a law clerk depending on the complexity of the case. The parties will be informed of the engagement if the neutral plans to employ a clerk. The clerk's hourly rate will be billed to the parties subject to the agreed fee split and in accordance with JAMS' policies.

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**JAMS Commencement Disclosure (MKT016I)**

Bungie, Inc vs. Aimjunkies.com, et al.

JAMS administers approximately 15,000 cases per year. This report lists the numbers of cases JAMS has administered in the last five years involving any party, lawyer, or law firm in the present case. "Administered" means any case in which JAMS received a payment, regardless of which party (or parties) remitted payment. The numbers below do not include the present case. All branches of law firms are included. JAMS has more than 400 neutrals on its panel, and approximately one third of JAMS neutrals have an ownership share in the company. Each owner has one share.

Owners are not privy to information regarding the number of cases or revenue related to cases assigned to other panelists. No shareholder's distribution has ever exceeded 0.1% of JAMS total revenue in a given year. Shareholders are not informed about how their profit distributions are impacted by any particular client, lawyer or law firm and shareholders do not receive credit for the creation or retention of client relationships. JAMS typically serves this report on the parties at the commencement of a JAMS matter. This report is not provided to JAMS' neutrals and will not be provided to the neutral eventually selected for this matter. JAMS neutrals are not informed about matters handled by other neutrals and are not privy to the numbers of matters involving any particular company, lawyer or law firm other than matters in which they have previously served as a neutral.

Please note, cases administered by JAMS Denver are not included in this report. JAMS Denver is a licensee office and does not share the same case administration system as JAMS. If you would like disclosure information for Denver administered cases, please notify your Case Manager within 15 days.

Once appointed in this case, the neutral will issue his or her own required disclosures.

Reference #: 5160000075

03/04/2017 - 03/04/2022

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**Claimant(s)**

**Bungie, Inc.**

No Address Listed

**Cases heard with Bungie, Inc.**

Arbitration

▪ Arbitration(s) - Closed cases

1

## JAMS Commencement Disclosure (MKT016I)

Bungie, Inc vs. Aimjunkies.com, et al.

Reference #: 5160000075

03/04/2017 - 03/04/2022

**Counsel for Claimant****Christian W. Marcelo**  
**Perkins Coie, LLP**1201 Third Ave.  
Suite 4900  
Seattle, WA 98101-3099**Cases heard with Christian W. Marcelo**Arbitration

▪ Arbitration(s) - Closed cases	1
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**Jacob P. Dini**  
**Perkins Coie, LLP**1201 Third Ave.  
Suite 4900  
Seattle, WA 98101-3099**Cases heard with Jacob P. Dini**

No Cases to Report

**William C. Rava**  
**Perkins Coie, LLP**1201 Third Ave.  
Suite 4900  
Seattle, WA 98101-3099**Cases heard with William C. Rava**

No Cases to Report

**Cases heard with Perkins Coie, LLP**Arbitration

▪ Arbitration(s) - Closed cases	58
▪ Arbitration(s) - Open cases	19

Court Reference

▪ Court Reference(s) - Closed cases	2
▪ Court Reference(s) - Open cases	4

Mediations\Neutral Analysis\Other

▪ Mediation(s) - Closed cases	195
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**JAMS Commencement Disclosure (MKT016I)**

Bungie, Inc vs. Aimjunkies.com, et al.

Reference #: 5160000075

03/04/2017 - 03/04/2022

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▪ Mediation(s) - Open cases	19
▪ Neutral Analysis(s) - Closed cases	6
▪ Other/Unknown(s) - Open cases	2



**JAMS Commencement Disclosure (MKT016I)**

Bungie, Inc vs. Aimjunkies.com, et al.

Reference #: 5160000075

03/04/2017 - 03/04/2022

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**Respondent(s)**

**Aimjunkies, Inc.**

No Address Listed

**Cases heard with Aimjunkies, Inc.**

No Cases to Report

**David Schaefer**

No Address Listed

**Cases heard with David Schaefer**

No Cases to Report

**James Day**

No Address Listed

**Cases heard with James Day**

No Cases to Report

**Jeffrey Conway**

No Address Listed

**Cases heard with Jeffrey Conway**

No Cases to Report

**Jordan Green**

No Address Listed

**Cases heard with Jordan Green**

No Cases to Report

**Phoenix Digital Group LLC**

No Address Listed

**Cases heard with Phoenix Digital Group LLC**

No Cases to Report

## JAMS Commencement Disclosure (MKT016I)

Bungie, Inc vs. Aimjunkies.com, et al.

Reference #: 5160000075

03/04/2017 - 03/04/2022

**Counsel for Respondent****Philip P. Mann****Mann Law Group**

403 Madison Ave N

Suite 240

Bainbridge Island, WA 98110

**Cases heard with Philip P. Mann**Arbitration

- |                                 |    |
|---------------------------------|----|
| ▪ Arbitration(s) - Closed cases | 94 |
| ▪ Arbitration(s) - Open cases   | 1  |

Mediations\Neutral Analysis\Other

- |                               |   |
|-------------------------------|---|
| ▪ Mediation(s) - Closed cases | 2 |
|-------------------------------|---|

**Cases heard with Mann Law Group**Arbitration

- |                                 |    |
|---------------------------------|----|
| ▪ Arbitration(s) - Closed cases | 94 |
| ▪ Arbitration(s) - Open cases   | 1  |

Mediations\Neutral Analysis\Other

- |                               |   |
|-------------------------------|---|
| ▪ Mediation(s) - Closed cases | 2 |
|-------------------------------|---|